



INVITATION FOR BIDS

SUGAR GROVE, WEST VIRGINIA

U.S. General Services Administration Announces the Sale of
Sugar Grove Station, 133 Hedrick Drive, Sugar Grove, WV

- 122.85 acres with approximately 105 well-maintained buildings totaling 445,135 SF
- Former Navy Base with all the amenities of a live/work/play community
- Nestled in the majestic West Virginia hills, yet only 2.5+ hours drive from DC



Online Auction Begins **February 9, 2016**

WWW.REALESTATESALES.GOV

INTRODUCTION



SUGAR GROVE STATION

The U.S. General Services Administration is pleased to announce the sale of the Sugar Grove Station, 133 Hedrick Drive, Sugar Grove, WV.

Ideal for a corporate training center, a university or academic campus, a spa/clinic, movie studio, or mountain resort, Sugar Grove Station is a wonderfully maintained, practically self-sustaining community nestled in the West Virginia mountains. On its 122.85 ± acre grounds it boasts:

- 80 single-family homes, many with carports, on lovely tree-lined streets.
- A beautiful 3-story, 45,424 SF building which contains 53 small suites which can accommodate up to 105 residents, an industrial kitchen, a dining room, a laundry room, and several lounge areas.
- A 20,000 SF public works building, with a loading dock/receiving space, maintenance offices, even a gymnasium.
- A six-bay/nine sleeping-room/kitchen/lounge area/classroom/control center-equipped fire station
- A lovely modern day care/youth activity center located near the residential area.
- A community center, with fireplace, configured to function as a restaurant/club with a bar area. A covered picnic pavilion is adjacent.
- Recreational opportunities aplenty with large playground, swimming and kiddie-pool with changing rooms, basketball, tennis, racquetball courts, running track, football/soccer field, baseball field and great fishing opportunities on the South Fork River.

This and so much more comprise this fabulous fenced "community".

Sugar Grove is located in Pendleton County, WV, in the Potomac Highlands in the eastern portion of the state, approximately 170 miles southwest of Washington, D.C. Close enough for a day-trip are Winchester and Richmond, VA at little over 110 miles, Arlington, VA just 165 miles and Baltimore, MD located a bit over 200 miles away. Pendleton County, with Franklin as the county seat, is connected to Sugar Grove, and the rest of the county as well as Virginia by U.S. Route 33 running east and west. Within the county are three parallel valleys, running northeast and southwest, through which flows the South Branch of the Potomac River, and its tributaries, the North and South Fork Rivers.

Sugar Grove is nestled in a recreational paradise, where hunting and fishing are plentiful and world-class hiking is available in the George Washington National Forest. Sugar Grove is also only two hours from Charlottesville, VA, where the University of Virginia and Monticello are located. Harrisonburg, 35 miles away, is home to James Madison University. Seven miles from Sugar Grove Station, in the George Washington National Forest, is the Brandywine Dam Recreation Area, with a large swimming lake and a sandy beach. Tourists all over the region visit the Potomac Highlands every year for the beauty fall can bring. Reddish Knob (elevation 4,700 feet), only a short drive away, looks down on Sugar Grove Station and the surrounding area. The view from its top is stunning! En route to the top are several campsites available for use year round. Only a day's drive from the hustle and bustle of the big East Coast cities, the area is perfect for the spending time amid scenes of mountains, beautiful valleys, fertile farms, deep gorges and streams. Sugar Grove Station is located in the United States National Radio Quiet Zone. The Zone was established in 1958 to minimize possible harmful interference to the National Radio Astronomy Observatory in Green Bank, WV and the radio receiving facilities for the Upper Base facility in Sugar Grove, WV. Free from noise and smog, this area of West Virginia presents an ever-changing picture that delights the eye and rests the nerves. You would be hard pressed to find such fresh air and church-like stillness anywhere else.

History

The Navy's presence in Sugar Grove, West Virginia began in 1955 when the site was selected by the Naval Research Laboratory (NRL) for constructing a parabolic antenna for advanced communications research. Later, 1969 the Naval Radio Station (NRS) Sugar Grove was formally commissioned for use as a radio receiving station due, in part, to its being located within the National Radio Quiet Zone. The NRS was called "the Navy's ear" gathering communications from Navy planes, ships and stations around the world. In 1992, the NRS closed and Naval Security Group Activity (NSGA), Sugar Grove was commissioned. In 2005, NSGA was changed to Navy Information Operations Command (NIOC). After 10 years of maintaining a strong relationship with the citizens of West Virginia and Virginia and having earned numerous national level awards for excellence in operations, environmental/energy stewardship, firefighting and community service, NIOC Sugar Grove was disestablished and vacated on September 30, 2015. This facility is now available as a sought after investment opportunity. Come tour the base and see for yourself!

ECONOMIC INCENTIVES



STATE OF WEST VIRGINIA TAX INCENTIVES

(from www.redp.org/incentives_and_financing.php?id=134)

Corporate Headquarters Credit:

Companies that relocate their corporate headquarters are eligible for tax credits. If 15 new jobs are created, the credit is 10 percent of the adjusted qualified investment. The credit increases to 50 percent if 50 or more jobs are created.

Economic Opportunity Credit:

Offsets 80 percent of taxes for up to 13 years. Minimum job requirement: 20.

“Five-for-Ten” Program:

Provides a tax incentive to businesses that make qualified capital improvements of at least \$50 million to an existing base of \$100 million or more. It assesses the new capital addition at a salvage value of 3 percent for the first 10 years.

Manufacturing Investment Credit:

Allows a 50 percent corporate net income tax credit and franchise tax credit based on investment with no new job creation required.

Manufacturing Sales Tax Exemption:

Materials and equipment purchased for direct use in manufacturing are exempt from the 6 percent state sales and use tax.

Strategic R&D Credit:

Allows for up to 100 percent tax offset for research and development projects. R&D expenses are exempt from sales tax.

Sunny Day Fund:

The Governor's Contingency Fund now contains funds specially earmarked for economic development projects.

Warehouse “Freeport” Tax Exemption:

Goods in transit to an out-of-state destination are exempt from "ad valorem" property taxes when warehoused in West Virginia.

West Virginia Capital Company Credit:

Investors in qualified West Virginia capital companies are entitled to a state tax credit equal to 50 percent of their investment. Capital companies must have a capital base of at least \$1 million but not greater than \$4 million. The state has authorized \$6 million in credits.

For more information, contact:

West Virginia Development Office

www.wvdo.org

1900 Kanawha Blvd. E.

Charleston, West Virginia 25305-0311

Telephone: (800) 982-3386

AUCTION SUMMARY



U.S. General Services Administration Invitation for Bids

SALE OF GOVERNMENT REAL PROPERTY

SUGAR GROVE STATION

Sale/Lot Number: 4-N-WV-0560

IFB Number: PEACH416004001

The Sugar Grove Station is located at 133 Hedrick Drive, Sugar Grove, West Virginia 26815. The Property contains approximately 122.85 acres and is improved with 105 ± buildings of approximately 445,135 ± gross square feet.

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at **RealEstateSales.gov**.

AUCTION SUMMARY

Sale Type: **Online Auction**

Start Date: **February 9, 2016**

End Date: **Based on Bidding**

Starting Bid: **\$ 1,000,000**

Registration Deposit: **\$100,000**

Bid Increment: **\$150,000**

SALES INFORMATION

Susan Webb
404-331-9610
susanb.webb@gsa.gov

ONLINE AUCTION

RealEstateSales.gov
Register and submit your bid

ONLINE AUCTION ASSISTANCE

Susan Webb, Project Manager
404-331-9610
susanb.webb@gsa.gov

SEND BID FORM & REGISTRATION DEPOSIT

U.S. General Services Administration
Real Property Utilization and Disposal (4PZ)
77 Forsyth Street, Suite 130
Atlanta, GA 30303
Attn: Susan B. Webb

PROPERTY DISPOSAL WEB PAGE

<https://propertydisposal.gsa.gov>
Click on West Virginia to view and download
Property sales information and view pictures

INSPECTION OPPORTUNITIES

Will be announced. Check website for updates.

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PROPERTY DESCRIPTION



PROPERTY DESCRIPTION

1. LOCATION AND SETTING

Sugar Grove Station is located in the Sugar Grove community, in picturesque Pendleton County, West Virginia. It is in the Potomac Highlands or eastern portion of the state, approximately 170 miles southwest of Washington, D.C. Close enough for a day-trip are Winchester and Richmond, VA at little over 110 miles, Arlington, VA just 165 miles and Baltimore, MD located a bit over 200 miles away. Within a day's drive to the biggest cities on the East Coast, the area has much to offer the visitor who would like to spend some time amid scenes of mountains, beautiful valleys, fertile farms, and deep gorges where streams have carved their way over centuries.

2. SALE PARCEL DESCRIPTION

The property was formerly the Navy Information Operations Command base containing approximately 445,135 square feet of area, including 90 dwelling units, along with various office, maintenance and support facilities. The improvements were constructed in the late-1950s to the present. They have been fully maintained and were occupied by military personnel until September 30, 2015. The site area is 122.85 acres of unzoned land and is located within the United States National Radio Quiet Zone. The Sugar Grove base's function was to provide support to another military base located nearby.

Plat map can be viewed at www.RealEstatesales.gov.

Residential

This group totals 90 units. It includes 80 single family houses with the improvements which were owned and managed by Lincoln Military Housing or a related entity. The 80 Lincoln units are mostly duplex / semi-detached, and located along and near the property's Sugar Grove Road frontage. Many have carports. There is one freestanding or detached unit, which was the base commander's residence.

The Lincoln units were built from the late 1960s through 1998. 57 of the 80 Lincoln units were given extensive renovations in 2007 to 2012, at an approximate average upgrade cost of \$30,000 each.

Also included in this group are eight "cabins" and two "trailers" which were used as transient or guest housing for visitors to the base, but which are effectively single family houses. On-site personnel have stated that the trailers are on permanent foundations and are considered real estate.

Support Structures

Most are one-story masonry, except as noted. All have heat and air-conditioning, except as noted.

Building 20 – Public Works Offices, Maintenance / Gym / Bowling

This building contains approximately 26,999 square feet and includes a gymnasium/basketball court with metal bleachers, maintenance offices and receiving space, two bowling alleys and a workout space/gym in the basement. Most of the spaces are air-conditioned and sprinklered. The basketball court is not sprinklered or air-conditioned.

Building 40 – BEQ – Bachelor Enlisted Quarters / Permanent Party Barracks

This three-story, elevator-served building contains approximately 45,424 square feet. This is the largest building on the base. It comprises 53 small suites, each with two bedrooms and a shared kitchen and bath, so that 106 residents can be accommodated. It also has a full commercial kitchen, a large dining room, a three-story atrium and lobby, resident laundry and some lounge areas.

Building 63 – Administrative Offices, Clinic, Suites

This building contains approximately 20,040 square feet. This was the headquarters building for the base, roughly half is office space. There was also space used as a chapel, a clinic, and two suites for transient, overnight visitors, each with living-room, bedroom and a galley-type kitchen.

Building 39 – Fire Station

This building contains approximately 13,939 square feet. It has six drive-through bays, nine sleeping rooms at two persons each or 18 total, various offices, lounges, classrooms, control center and kitchen. The fire station serviced the lower base and the upper Base, along with the local civilian population.

Building 68 – Police Station

This building contains approximately 6,996 square feet. This was the former fire house, which was razed to the walls and built new.

Building 38 – Youth Activity Center / Day Care

This building contains approximately 3,560 square feet. It was a modern day care and activity center, which accommodated approximately 15 infant to toddler, 20 mid-level and 17 teens after-school.

PROPERTY DESCRIPTION



Building 20 – R. C. Byrd Club / Community Center

This building contains approximately 5,600 square feet. This is an attractive bar / restaurant / club. The main dining room has cathedral/vaulted ceiling and a stone fireplace. There is a full commercial kitchen, a bar and a recreation space in the rear.

Building 41 – Hobby Shop

This one-story metal building contains approximately 4,866 square feet. It has a three-bay auto repair area, a wood shop, offices and storage areas. It also has restrooms serving the nearby baseball field.

Building 30 –Commissary / NEX / Bathhouse

This building contains approximately 5,600 square feet. This includes a now closed retail space, and a modest food market space. There is no food-prep space. It adjoins the base's outdoor pools, hence the bathhouse element.

Buildings 80, 92 & 95 – Metal warehouses

These three one-story metal buildings contain a total of approximately 17,250 square feet. They are currently, or were recently in use for general storage, recycling and grounds maintenance equipment and storage.

Building 100 – Housing Office / Welcome Center

This building contains approximately 1,960 square feet. This was office space for the 80-unit Lincoln Housing described previously.

Other Buildings

This includes; security / entrance features, various maintenance facilities, a water treatment plant, waste water treatment office, plumbing building, a racquet ball court building, a car wash and various storage sheds as well as various pavilions, gazebos, bins, partially enclosed structures and the like. Among them is a picnic pavilion – 1,600 square feet.

Other Site Improvements

The property includes a lighted, fenced baseball field, a football/soccer field encircled by a rubber-surfaced running track, two lighted tennis courts, an outdoor swimming pool with kiddie pool and changing/locker rooms, a large, attractive, modern playground, a camping area with not less than three back-in RV spaces with electric and water, and several primitive campsites.

Although not actually an improvement, the South Fork of the South Branch of the Potomac River flows along a long edge of the property, sometimes within the property, and is an attractive amenity.

3. DRIVING DIRECTIONS

Primary access to the area is provided by US Route 33, which runs generally east/west in this area, connecting Harrisonburg, Virginia to the east and Elkins, West Virginia in the west. Harrisonburg and Elkins are considered the major commercial centers in the vicinity, more so Harrisonburg. The nearest interstate access is at Harrisonburg (I-81), about 35 miles from the property. Drive time to Harrisonburg is 45 minute to one hour. Elkins is 75 miles northwest, 1.5 to two hour's drive time.

US Route 33 is a two-lane road and access between the property and Route 33 is provided by Sugar Grove Road, which intersects Route 33 at Brandywine five miles north of the property. Sugar Grove Road is a two-lane, north/south bound road in good condition. The property has nearly a mile of frontage on Sugar Grove Road, but no other intersecting road, except the on-site roads at the base, which provide three entry points from Sugar Grove Road.

4. LEGAL DESCRIPTION

Parcel A

All that certain tract, piece or parcel of land lying, situate and being near Sugar Grove in Pendleton County, West Virginia, being a part of the lands conveyed to Clem A. Pitsenbarger by deed of I.P. Boggs, Executor of E.J. Coatney, and John A. Pitsenbarger, widower, dated October 14, 1902, recorded among the land records of Pendleton County, West Virginia, Deed Book 42, page 7, and which descended upon the death of the said Clem A. Pitsenbarger intestate on April 12, 1956, to Carrie L. Pitsenbarger, his widow, and J. Luther Pitsenbarger, Henry M. Pitsenbarger, Ida E. Propst, and Ollie J. Puffenbarger, his children and only heirs at law, which said tract of land is more particularly bounded and described as follows:

Beginning at a point being a corner formed by the intersection of the centerline of West Virginia State Route No. 21 with the property boundary line common to the westerly property line of the lands of W. H. Puffenbarger with the easterly property line of the lands of Propst, running thence easterly along the said centerline of West Virginia State Route No. 21 on a 6° 30' curve to the left, an arc distance of 91.09 feet to a point of tangent; thence North 83° 19' 50" East 86.16 feet to a point of curve; thence with a 7° 30' curve to the right, an arc distance of 200.33 feet to a point of tangent; thence South 81° 38' 40" East 172.87 feet to a point of curve; thence on an 18° 30' curve to the right, an arc distance of 116.85 feet to a point being the TRUE POINT OF BEGINNING; thence continuing along the said centerline of West Virginia State Route No. 21 on an 18° 30' curve to the

FIRE STATION



SUGAR GROVE
WEST VIRGINIA

PROPERTY DESCRIPTION



right, an arc distance of 144.55 feet to a point of tangent; thence South 33° 17' 00" East 156.26 feet to a point of curve; thence on a 38° curve to the left, an arc distance of 230.81 feet to a point of tangent; thence North 59° 00' 40" East 300.31 feet to a point of curve; thence on an 11° curve to the left, an arc distance of 94.90 feet to a point of tangent; thence North 48° 34' 20" East 74.17 feet to a point of curve; thence on a 17° 30' curve to the right, an arc distance of 105.28 feet to a point of tangent; thence North 66° 59' 50" East 60.97 feet to a point of curve; thence on a 21° curve to the left, an arc distance of 148.55 feet to a point of tangent; thence North 35° 48' 10" East 34.18 feet to a point of curve; thence on a 10° curve to the right, an arc distance of 85.43 feet to a point of tangent; thence North 44° 20' 50" East 234.18 feet to a point of curve; thence on a 3° curve to the left 130.65 feet to a point of tangent; thence North 40° 25' 40" East 153.84 feet to a point of curve; thence on a 3° curve to the right, an arc distance of 248.98 feet to a point of tangent; thence North 47° 53' 50" East 206.39 feet to a point of curve; thence on an 8° 30' curve to the left, an arc distance of 453.17 feet to a point of tangent; thence North 09° 22' 40" East 132.78 feet to a point of curve; thence on a 3° 30' curve to the right 179.38 feet to a point of tangent; thence North 15° 17' 50" East 195.11 feet to a point of curve; thence on a 3° 12' curve to the right, an arc distance of 457.65 feet to a point being a corner common to the lands of Bertha Mitchell and J. L. Pitsenbarger; thence leaving said West Virginia State Route No. 21 and along the southerly property line of the lands of Bertha Mitchell common to the northerly property line of J. L. Pitsenbarger and South 85° 07' 50" West 590.51 feet to a point marked by a stake in the property line common to the lands of Guy Martin and J. L. Pitsenbarger; thence continuing along the aforementioned property line North 80° 54' 20" West 299.12 feet to a point marked by a corner post; thence North 43° 50' 30" West 391.73 feet to a point in the center of the South Fork River; thence leaving the common property line between the lands of Guy Martin and J. L. Pitsenbarger and continuing along the center of the South Fork River and through the lands of J. L. Pitsenbarger South 84° 13' 40" West 158.90 feet to a point; thence South 53° 08' 10" West 1243.30 feet to a point; thence South 67° 22' 20" West 308.27 feet to a point in the boundary line common to the lands of W. H. Puffenbarger and J. L. Pitsenbarger; thence leaving the said South Fork River and along the last aforementioned property line South 63° 36' 00" East 354.31 feet to a point marked by a stake; thence S 36° 21' 00" East 1154.84 feet to a point marked by a corner post; thence South 51° 12' 40" West 904.60 feet to the TRUE POINT OF BEGINNING, containing 84.51 acres more or less, as shown on District Public Works Office, Fifth Naval District, Drawing 53780 entitled, "Naval Radio Facility,

Sugar Grove, West Virginia, Administration and Housing Area, Land Acquisition Map," dated 27 June 1958 as revised 18 September 1958.

Parcel B

All that certain tract, piece or parcel of land lying, situate and being located near Sugar Grove in Pendleton County, West Virginia, being more particularly described as follows: Beginning at a point being a corner formed by the intersection of the centerline of West Virginia Route No. 21 with the property boundary line common to the westerly property line of the lands of W. H. Puffenbarger with the easterly property line of the lands of Propst, running thence along the said centerline of West Virginia State Route No. 21 easterly on a 6° 30' curve to the left, an arc distance of 91.09 feet to a point of tangent; thence North 83° 19' 50" East 86.16 feet to a point of curve; thence with a 7° 30' curve to the right, an arc distance of 200.33 feet to a point of tangent; thence South 81° 38' 40" East 172.87 feet to a point of curve; thence on an 18° 30' curve to the right, an arc distance of 116.85 feet to a point; thence leaving said centerline of West Virginia State Route No. 21, running North 51° 12' 40" East and along the property line common to the lands of W. H. Puffenbarger and the lands of J. L. Pitsenbarger 904.60 feet to a point marked by a corner post; thence continuing along the boundary line common to the lands of the aforementioned parties North 36° 21' 00" West 1154.84 feet to a point marked by a stake; thence North 63° 36' 00" West 354.31 feet to a point in the center of South Fork River; thence continuing North 63° 36' 00" West 156.86 feet to a point marked by a stake; thence continuing North 63° 36' 00" West 49.83 feet to a point in the center of Old River Bed, being a corner common to the lands of J. L. Pitsenbarger, Propst and W. H. Puffenbarger; thence South 05° 54' 00" West along the common property line between the lands of Propst and W. H. Puffenbarger, 1187.06 feet to a point; thence continuing along the last aforementioned common property line South 10° 46' 00" West 336.84 feet to a point; thence South 03° 34' 20" East a distance of 185.25 feet to the POINT OF BEGINNING, containing 33.29 acres, more or less, and being more particularly delineated on District Public Works Office, Fifth Naval District, Drawing 53780 entitled, "Naval Radio Facility, Sugar Grove, West Virginia, Administration & Housing Area, Land Acquisition Map," dated 27 June 1958, as revised 18 September 1958, a copy of which is attached hereto and made a part hereof as Exhibit "A," it being a part of the same property which was partitioned to W. H. Puffenbarger by deed of partition among Clem A. Pitsenbarger and Carrie L. Pitsenbarger, his wife; J. T. Pitsenbarger and Mattie M.

PROPERTY DESCRIPTION



Pitsenberger, his wife; and W. H. Puffenbarger and Ida W. Puffenbarger, his wife, dated June 11, 1930, and recorded among the land records of Pendleton County, West Virginia, in Deed Book 58, page 497.

Parcel C

All that certain lot, piece of parcel of land, together with the improvements thereon and the appurtenances thereunto belonging, lying, being and situate in Sugar Grove District, Pendleton County, West Virginia, being more particularly bounded and described as follows:

(a) Beginning at a concrete monument set on the boundary line between lands now or formerly owned by Guy Martin and lands of the United States of America, which said marker is witnessed by a black walnut tree, bearing S 45° W therefrom a distance of 20.55 feet, and a white walnut tree, bearing S 50° E therefrom, a distance of 37.93 feet; (2) thence from said concrete marker, N 85° 07' 50" E and along the property line between the lands of the United States of America and the lands now or formerly owned by Guy Martin 99 feet to the TRUE POINT OF BEGINNING of the property herein described; (3) thence continuing N 85° 07' 50" E 442.93 feet to a point in the westerly right-of-way line of Secondary Route No. 21; (4) thence along the westerly right-of-way line of Secondary Route No. 21 N 26° 55' 50" E 174.66 feet to a point; (5) thence N 52° 00' 10" W 243.87 feet to a point; (6) and thence S 43° 42' 50" W 475.2 feet to the TRUE POINT OF BEGINNING; containing 2 acres, more or less, and being the same property which was conveyed to Navgas, Inc., by deed of Arlie B. Mitchell, et al, dated March 20, 1961, and duly recorded in the office of the Clerk of the County Court of Pendleton County, West Virginia, in Deed Book 82, page 28.

(b) A natural gas pipe line, together with its related facilities and easements of right of way, extending from a point near the main transmission line of Atlantic Seaboard Corporation in Hardy County, West Virginia, approximately 25 miles to a point in lands of the United States near Sugar Grove, Pendleton County, West Virginia. The said easements of right-of-way being more particularly defined with reference to the grantors unto Navgas, Inc., in that certain Special Warranty Deed dated October 5, 1966 made by and between Charles E. Mottesheard, Trustee, and the United States of America, which Deed issued by Order entered March 31, 1966 in Bankruptcy Proceeding No. 661-C in the U. S. District Court for the Southern District of West Virginia in the matter of Navgas, Inc., and was recorded in Deed Book 85, Page 394.

Parcel D

All that certain piece or parcel of land lying and being in Sugar Grove District, Pendleton County, West Virginia, adjoining lands of the United States of America at the Naval Security Group Activity, Sugar Grove, and the waters of the South Fork of the Potomac River, and being more particularly described as follows:

Beginning at a point marked by a concrete monument set on the boundary line of the lands herein described and lands of the United States of America at the Naval Security Group Activity, Sugar Grove, said point being witnessed by a black walnut tree, bearing S 45° 54' 02" W, 20.93 feet from said monument, said point being the True Point of Beginning of the parcel herein described; thence, leaving said point and running along and with the common property line of the lands herein described and said lands of the United States of America at the Naval Security Group Activity, Sugar Grove, the following two (2) courses and distances: N 85° 23' 08" E, 99.00 feet to a point marked by an iron rod, N 43° 57' 34" E, 236.85 feet to a point located in the mean high water line of the South Fork of the Potomac River, said point being the easternmost corner of the lands herein described; thence, leaving said point and running along and with the mean high water line of the South Fork of the Potomac River in a northwesterly direction, 850 feet, more or less, to a point located in the common property line of the lands herein described and said lands of the United States of America at the Naval Security Group Activity, Sugar Grove, said point being located N 12° 33' 25" E, 954.62 feet from an iron pin, said point being the northwestern corner of the lands herein described; thence, running along and with the common property line of the lands herein described and said lands of the United States of America at the Naval Security Group Activity, Sugar Grove, the following three (3) courses and distances: S 43° 49' 57" E, 391.73 feet, S 80° 53' 47" E, 299.12 feet, to the True Point of Beginning, containing 3.05 acres, more or less and being as shown on the drawing attached hereto and entitled "3.05 Acres of Land, Sugar Grove Township, Pendleton County, West Virginia, to be Conveyed by Robert I. Sickler, Jr. and Patricia Q. Sickler to United States of America".

5. TAX PARCEL ID

Sugar Grove District Map 2: Parcel 6, Parcel 8, Parcel 12.2, Parcel 13

Sugar Grove, Pendleton County, West Virginia

PROPERTY DESCRIPTION



6. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

TOGETHER with all and singular the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments, and appurtenances to the same belonging or in any wise appertaining, including right, title and interest in the banks, beds, and waters of any streams opposite or fronting upon said Property, and to any alleys, streets, roads, paths, ways, strips, or gores abutting or adjoining the Property, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof.

SUBJECT to rights of the Chesapeake and Potomac Telephone Company of West Virginia under grant disclosed by that certain abstract of title certified December 2, 1958, by William McCoy, Sr., and George I. Sponaugle, Attorneys and by instrument dated January 30, 1986, recorded in Telephone & Right of Way Book 7, page 604.

SUBJECT to a Grant of Easement to the State Road Commission of West Virginia and recorded July 19, 1960 in the Clerk of County Court, Pendleton County, WV D.B. 81 at page 131.

SUBJECT to a Grant of Easement and Release to the Monongahela Power Co. and recorded in Pendleton County WV, on January 17, 1969 in R/W Agreement Book #3 at page 13, Plat in Map Book No. 1 at page 121.

SUBJECT to a Grant of Easement to Bell Atlantic of West Virginia, recorded in the office of the County Clerk of the County Commission, of Pendleton County, WV, on May 4, 1995 in Telephone and Power Co. ROW Book No.10, page 692.

An easement may be required for MonPower to access the power distribution poles located just adjacent to the fence line, near Building 10 (wood shop) near the corner where SR 21 and the south fork of the south branch of the Potomac River meet.

SUBJECT to any and all existing easements, recorded or unrecorded, rights-of-way for public roads, highways, streets, railroads, electrical transmission lines, water lines, pipelines, public utilities, piping, utilities, and any associated appurtenances, and subject to what a detailed current survey and inspection of the Property would reveal.

7. UTILITIES & SERVICE PROVIDERS

Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact the utility providers below for information on the availability of utilities.

Gas and Electric

First Energy / MonPower

Telephone

Verizon

Water, Sewer and Storm Drain

Water: On-site, self-contained; 30,000 GPD Max; 420,000 gallon storage

Sewer: On-site, self-contained; 50,000 GPD Max

Storm Water: For stormwater, the base was covered under the WV General stormwater permit and the Navy was not required to have an individual permit. A change in facility use by the new owner could trigger a requirement for a stormwater NPDES permit. Bidders should contact the State for more information.

Gas: The property is served by a natural gas line that traverses a right-of way from, according to phrasing taken from Deed Book 85, Page # 394, "A natural gas pipe line, together with its related facilities and easements of right of way, extending from a point near the main transmission line of Atlantic Seaboard Corporation in Hardy County, West Virginia, approximately 25 miles to a point in the lands of the United States near Sugar Grove, Pendleton County, West Virginia.". Various sources express different mileages, but appear uniformly to agree that the easement provides natural gas to the subject.

Solid Waste Disposal

Bobby Peer - Contractor

GENERAL TERMS OF SALE



GENERAL TERMS OF SALE

1. DEFINITIONS

a. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; Terms of Sale; Instructions to Bidders; Notice and Covenants; Bidder Registration and Bid Form for Purchase of Government Property and Exhibits. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the online auction, those addenda and amendments shall be part of the IFB.

b. GOVERNMENT

The term "Government" as used herein refers to the United States of America, and is used interchangeably with "Seller" and "Grantor."

c. GENERAL SERVICES ADMINISTRATION

The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration, a Federal agency conducting this sale in agreement with the United States Department of the Navy (Navy). The Navy has full custody of and all accountability for all matters, known and unknown, concerning the physical, title, and environmental condition of the Property.

d. PROPERTY

The term "Property" refers to the property or properties described in the Property Description of this IFB.

e. PURCHASER

The term "Purchaser" refers to the bidder whose bid the Government accepts and is used interchangeably with "Buyer" and "Grantee."

f. BIDDER(S)

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with "you."

g. BID INCREMENT/INTERVAL

The "Bid Increment" is the minimum amount of money required to increase a starting or current bid. "Bid Interval" is the maximum amount of time in which to make a bid before the auction ends. The Bid Interval is also referred to as the Inactivity Period at RealEstateSales.gov.

h. FLAT BID

A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder's automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder's automatic bid, the system will record the bid but it will not be considered the current (winning) bid.

i. AUTOMATIC BID

Also known as "bid by proxy" wherein the bidder establishes a person to bid on their behalf at auction up to a certain limit. In the case of on-line auctions, computers have automated the proxy role and bidders establish their bid limits on-line and the software answers bid challenges by automatically making the next bid increment up to the proxy limit.

j. HIGH BIDDER

The term "High Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

k. BACKUP BIDDER

The term "Backup Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

l. EARNEST MONEY

The term "Earnest Money" refers to the Bidder's deposit of money demonstrating the Purchaser's good faith offer to the Government to fully execute and comply with all terms, conditions, covenants and agreements contained in any contract resulting from the Government's acceptance of the Bidder's offered bid price. Once a bid is accepted by the Government for contract, all prior deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody, accountability and control of the Government.

m. WEBSITE

The GSA Auctions® website, GSAAuctions.gov, has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including

GENERAL TERMS OF SALE



real property. Auctions for real property are offered as a separate asset category at GSA Auctions and can be viewed at RealEstateSales.gov. Additional information can also be found at PropertyDisposal.gsa.gov.

n. BROKER/BROKERAGE

The term "broker" as used herein refers to a person with an active real estate license in the State where he/she practices real estate who, in exchange for a Finder's Fee, acts for another person or entity solely as agent in conformance with "Instructions to Bidders" "Broker Participation" contained herein. The "brokerage" is the business entity of the broker representing the Bidder(s). A broker must be an agent and cannot be a party to the contract to receive a Finder's Fee.

2. DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to GSA, Real Property Utilization and Disposal (4PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

3. INSPECTION

The Property will be made open for inspection. Dates will be announced on the website at www.RealEstateSales.gov

NOTE: These dates are subject to change due to inclement weather conditions. Please call 404-331-9610 to confirm.

No one will be allowed access to the Property without the presence of a GSA employee or designee.

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. Photos provided by the Government may not represent the condition or existence of any improvements of the Property and are NOT to be relied upon in place of the Bidder's own inspection. Any maps, illustrations or other graphical images of the Property are provided for visual context and are NOT to be relied upon in place of the Bidder's own inspection. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

4. CONTRACT

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale ("Agreement") between the high bidder ("Purchaser") and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

5. CONDITION OF PROPERTY

The Property is offered for sale **"AS IS" AND "WHERE IS"** without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for any purpose intended by the Purchaser after the conclusion of the auction. An "As Is, Where Is" provision will be included in the Quitclaim Deed and is provided in the Notices and Covenants section.

6. ZONING

The Property is currently unzoned. The Property is subject to the jurisdiction of Pendleton County. Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the bidder; and the Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

For more information contact:

Gene McConnell

Pendleton County Commissioner

304-358-7573

Email: commission@pendletoncommission.com

GENERAL TERMS OF SALE



7. RISK OF LOSS

As of the date of conveyance, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the conclusion of an auction.

8. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of conveyance, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

9. REVOCATION OF BID AND DEFAULT

Purchaser agrees that bids made to purchase the Property are binding offers and once accepted for contract by the Government, all deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody and accountability of the Government.

In the event of (1) revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or (2) in the event of revocation of a bid after notice of acceptance, or (3) in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or (4) in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that any Earnest Money and all deposits paid to the Government in any acceptable form, including credit card, together with any payments subsequently made on account, are subject to forfeit by the Purchaser to the Government at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability.

Purchaser agrees and understands that a debt to the United States of America subject to claim or collection by applicable Federal law may be created if their Earnest Money is in any way made unavailable to the Government and that any party that knowingly participates in such retrieval or refund may be held fully accountable for interfering with a Government contract.

10. GOVERNMENT LIABILITY

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual

claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

11. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or their authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

12. TITLE

If a bid for the purchase of the Property is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. A bill of sale will be utilized to convey personal property, if necessary. The Government does not pay for or provide title insurance.

13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein.

14. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing

GENERAL TERMS OF SALE



business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

15. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for sixty (60) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the sixty (60) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

16. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

Prior to closing, the Purchaser or Purchaser's agent must open an escrow account with an independent, unaffiliated escrow company ("Escrow Holder") to handle the closing. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. As part of the closing, the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

The closing date of the sale is sixty (60) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the sixty (60) calendar day period.

On the closing date, the Purchaser shall tender to the Government (or to the Escrow Holder) the balance of the purchase price in the form of a cashier's check, certified check or electronic wire transfer. Upon confirmation that Purchaser's wire transferred funds have been received by the Government or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.

17. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay interest on the outstanding balance of the purchase price, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year

United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

18. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

Within five (5) business days from receipt of the executed deed, the Purchaser shall record the quitclaim deed in the official records of the county. The Purchaser shall provide GSA a conformed copy of the recorded quitclaim deed within five (5) business days of recording to the following address:

U.S. General Services Administration
Real Property Utilization and Disposal (4PZ)
77 Forsyth Street, Suite 130
Atlanta, GA 30303
Attn: Susan Webb

19. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA the United States Department of Navy, if applicable and verified) employees are prohibited from bidding on the Property offered in the IFB.

20. ANTITRUST LAWS

The contract made by the acceptance of bid by the Government may be transmitted to the Attorney General of the United States for advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any bid, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

INSTRUCTIONS TO BIDDERS



INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on **Tuesday, February 9, 2016.**

2. TYPE OF SALE

This sale will be an online auction conducted at RealEstateSales.gov. The auction will be conducted over a period of time, usually several weeks, as determined by bid activity. The date of the auction close (see Paragraph 10, Auction Close) will be announced at RealEstateSales.gov, with at least three business days prior notice. The auction may continue beyond that date as long as bidders continue to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

4. STARTING BID

This auction is being opened with an amount which does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The starting bid will be displayed as the Current Bid. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

5. BIDDER REGISTRATION AND DEPOSIT

a. Bidder registration is a three-step process:

(1) Complete Online Registration: Bidders must register online at RealEstateSales.gov. Click on "Register", establish a Username and Password and provide the requested account information. A Username and Password are used to register online and to place bids. The required password must be between six and fifteen characters. You will be asked to read and agree to the terms and conditions of the Website. GSA reserves the right to change the online terms and conditions. A previously registered bidder of GSAAuctions.gov can login using the established Username and Password. In the event you forget your Username or Password, or both, or are locked out from the system, it is your responsibility to obtain your Username and Password from RealEstateSales.gov. GSA staff cannot assist in retrieving a lost or forgotten Username or Password.

You may register as either an individual or as a company and this information must be the same information provided on the Bidder Registration and Bid Form for Purchase of Government Real Property. Changes to title may be considered after bid acceptance at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered as an Individual, your SSN will be validated with your name and address. If you registered as a Company, your business identity's EIN will be validated with your company name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected to verify the data submitted by the user.

A credit card validation process will be conducted to prevent potential fraudulent bidding activity and to ensure that bidders are prepared to accept responsibility for their bidding activity and all submitted bids are valid. **The credit card information you provide at registration is used strictly for validation purposes. GSAAuctions® does not automatically charge credit cards on file.**

For more information and assistance on the online registration process, please go to <https://gsaauctions.gov/html/help/index.html>.

(2) Complete Registration Form: Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out

INSTRUCTIONS TO BIDDERS



legibly with all erasures, strikeouts and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.

(3) Provide Registration Deposit: A deposit in the amount of \$100,000 (the "Registration Deposit") must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check or certified check. Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration."

Only upon verification of your Registration Deposit, will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

- b. To complete the bidderregistration process, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property, along with the required Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (4PZ)
77 Forsyth Street, Suite 130
Atlanta, GA 30303
Attn: Susan Webb

The bidder may wish to use a private delivery service for submission of cashier's check and associated forms.

- c. It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.
- d. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register before the auction opens.

6. BIDDING IN GENERAL

- a. Registered bidders may bid online by following the instructions at RealEstateSales.gov. By submitting your bid through RealEstateSales.gov, you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your Username and password.

After successful completion of the registration process, users, also known as "Bidders," are permitted to participate in online auctions. The Bidder Menu provides you with the capability to browse and place bids; track items of interest; follow auctions where bids have been placed; to change your personal information and settings; and to access an easy-to-use online Help Menu.

GSA Auctions® provides up-to-date information on your bidding status. You can check the bidding status by clicking on the Bid History.

- b. Bids received through RealEstateSales.gov are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and the apparent time indicated, displayed, or otherwise stated or represented by a registered bidder.
- c. Bids must be submitted without contingencies.
- d. Bidders that are currently in default status on GSAAuctions®, for non-payment or non-removal of items, will not be allowed to place bids for real property. They will only be allowed to "browse" the items. Once a bidder cures their default, they will be unblocked and be given access to begin bidding on items upon receipt of the required Registration Deposit. For more information, review the GSAAuctions® Terms and Conditions.

7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity at RealEstateSales.gov. Bidders may also review bid activity by clicking on the "My Messages" tab once logged in. New bids are immediately posted at RealEstateSales.gov upon receipt. If you no longer have the high bid and the sale has not closed, you can go back to the item and place another bid. Bids cannot be lowered or canceled.

INSTRUCTIONS TO BIDDERS



YOUTH ACTIVITY CENTER
SUGAR GROVE WV

If your bid is not accurately shown on RealEstateSales.gov, then you should call GSA at (404) 331-5133. Bidders are urged to pay close attention to RealEstateSales.gov which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

8. ONLINE BIDDING

RealEstateSales.gov allows you to place either a flat or automatic ("proxy") bid. A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder's automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder's automatic bid, the system will record the bid but it will not be considered the current (winning) bid. The required minimum bid will be specified on the bid screen and once entered it will be displayed as the winning bid unless an automatic bid that is greater than this amount has been placed.

An automatic bid is an amount that you set above the posted minimum bid. Realestatesales.gov will use as much of your bid as needed to make you the current winner of the auction or to meet the auction's reserve price. The system will automatically apply the minimum Bid Increment up to the total amount bid to make you the current winner of the auction or to meet the auction's reserve price. Your automatic bid amount is not shown to other bidders until it is reached through competitive bidding. You may change your bid amount but not less than the next bid increment amount. If the system reaches your automatic bid limit, it stops bidding for you. Submit another bid if you want to continue bidding. If you selected to receive e-mail notifications during registration, the system will notify you if you are no longer holding the winning bid. You can submit another flat bid or reset your automatic bid amount if you want to continue bidding. Your automatic bid is not shown to other bidders. If a reserve price is set, RealEstateSales.gov will use as much of your bid as needed to meet the reserve price.

When two automatic bids compete, the greater of the two always wins. If the greater automatic limit does not exceed the lesser automatic limit by the full stated Bid Increment, then the greater automatic limit bid is placed. You may increase or decrease your automatic bid limit at any time. You cannot decrease your automatic bid below the current bid. If you are currently the winner in an auction, increasing your automatic bid will not increase your current bid until challenged by another bid. Changing your automatic bid may affect the indicated time remaining.

If you learn from RealEstateSales.gov that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid at RealEstateSales.gov until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. **The Government reserves the right to modify the Bid Increment at any time prior to the close of the auction.**

9. TRANSMISSION AND RECEIPT OF BIDS

The Government will not be responsible for any failure attributable to the inability of the bidder to transmit or the Government to receive registration information, bid forms or a bid by any method. Failure to receive registration information, bid forms or a bid may include, but is not limited to the following:

- a. Receipt of a garbled or incomplete bid.
- b. Availability or condition of the sending or receiving electronic equipment.
- c. Incompatibility between the sending and receiving equipment and software.
- d. Malfunctioning of any network, computer hardware or software.
- e. Delay in transmission or receipt of a bid.
- f. Failure of bidder to properly identify the bid.
- g. Security of bid data.
- h. Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
- i. Unavailability of GSA personnel.

If your bid is not accurately shown or you can not enter a bid at RealEstateSales.gov then you should call GSA at (404) 331-5133 or (404) 331-9610 for assistance.

The Website will NOT be available during the following system maintenance windows:

- Saturday: 5:00 a.m. to 8:00 a.m. CT
- Sunday: 6:00 a.m. to 10:00 a.m. CT

The Website may NOT be available during the following system maintenance window:

- Wednesday: 5:00 a.m. to 6:30 a.m. CT

Occasionally, technical problems will interrupt the bidding process for an unspecified amount of time. These interruptions may affect some or all bidders. In the event of an interruption, an evaluation of the length of interruption time and the numbers

INSTRUCTIONS TO BIDDERS



of bidders affected may prompt GSA AuctionsSM to extend the closing time for an auction. Extension may range from 1 hour to 24 hours based on the aforementioned criteria, to insure fair and full competition. An email notification will be sent to those bidders who participated in these auctions when they are extended.

10. AUCTION CLOSE

The Government will announce a date and time for the Close Time on RealEstateSales.gov. The Government will also set a Bid Interval or "challenge" period for bids. The Time Remaining countdown clock announces the time left to bid. The High Bid must survive the Bid Interval without challenge, usually within 24 hours of the auction close time, to win. If the High Bid on the announced date and time survives the full Bid Interval period without challenge, then bidding will close at the stated time and consideration for bid acceptance will be given to the High Bidder.

If an increased bid is received within the Time Remaining and the Bid Interval is 24 hours, then bidding will be held over for an additional Bid Interval (including weekends and Federal holidays) beginning at the time the increased bid is placed. This process will continue until the high bid survives the full Bid Interval period unchallenged. Bid Intervals may be changed from 24 hours (reduced or increased) as determined by the Government. For Bid Intervals of less than 24 hours, the auction will not close during non-business hours, weekends or Federal holidays and the bidding will continue to the next business day. **The Government reserves the right to increase or decrease the Bid Interval at any time prior to the close of the auction.** Bidder agrees that notices of changes to the sale are satisfactory when made available on the Website at RealEstateSales.gov.

11. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

12. BID EXECUTED ON BEHALF OF BIDDER

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

If the bidder is a corporation, the Certificate of Corporate/Organization Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of

Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.

If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager and submitted with the Bidder Registration Form. The Certificate of Corporate/Organization Bidder form may be used for this purpose.

13. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or their duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a registration deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

14. AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the auction for any reason without accepting a bid and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems, or other bidding issues, the Government will determine the high bidder and the high bid amount, re-open bidding and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to bidders without interest or further obligation by the Government.

15. INCREASE OF EARNEST MONEY AND TRANSACTION CLOSING

Within ten (10) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if required, in the form of a certified check or cashier's

INSTRUCTIONS TO BIDDERS



check, which when added to the Registration Deposit, will equal at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.

Upon acceptance of a bid, the Earnest Money shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within sixty (60) calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

16. REFUND OF REGISTRATION DEPOSITS

Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund.

Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 17, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete.

17. BACKUP BIDDER

The second-highest bidder will be the Backup Bidder. The bid of the Backup Bidder may be considered for acceptance for the duration of Continuing Offer period described in Terms of Sale, Paragraph 15, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to provide the required 10% of the purchase price as Earnest Money. The Bidder identified as the Backup Bidder agrees that their Bid remains a bona fide offer with which their

Registration Deposit may be retained without interest, until the High Bidder provides the 10% Earnest Money or completes the transaction or both, at the Government's discretion. During the Continuing Offer period, the Bidder identified as the Backup Bidder agrees that they will not request retrieval, chargeback or any other cardholder refund and understands that a debt to the United States of America may be created if their deposits are in any way unavailable to the Government to which any party that participates in such chargeback or refund may be held accountable as provided in Terms of Sale, Paragraph 9, Revocation of Bid and Default. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

The Registration Deposit of the Backup Bidder will be returned as described in Page 15, Paragraph 16, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and accept a bid that is in the best interest of the Government.

18. ADDITIONAL INFORMATION

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at <https://PropertyDisposal.gsa.gov> or RealEstateSales.gov.

19. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

20. BROKER PARTICIPATION

Subject to terms and conditions herein, the successful Purchaser of the Property will pay the sum of Fifty Thousand Dollars (\$50,000) (the "Finder's Fee") from the proceeds of the sale to the properly licensed real estate broker or agent whose client is the successful Purchaser of the Property. The Finder's Fee is earned only upon closing and delivery to the Government of the total contract purchase price in the form of two payments: one for \$50,000, payable to the broker that the Government determines is the properly registered broker and one for the purchase price less the Finder's Fee, payable to the U.S. General Services Administration. The Government will have no

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obligation to offset the purchase price by the Finder's Fee if the Bidder/Purchaser is a real estate broker, agent or salesperson, or if the Bidder is a controlling owner, partner, officer, corporate or organization board member, employer or employee of the brokerage entity that claims to represent the Purchaser as an agent or the Government determines that the Broker or Purchaser/Bidder has not complied with terms of this provision. In such case, the full purchase price will be due the Government.

Brokers are required to obtain a "Buyer's Representation Agreement" or similar binding agreement with their client/Bidder per terms of the Buyer's Broker Participation Registration Form. No other evidence, documentation, verbal or written or electronic communication provided by the Bidder or Bidder's Broker may be used to contest any aspect of the Finder's Fee as determined by the Government.

In order to be entitled to the Finder's Fee:

1. The Bidder and broker/agent must jointly complete the Buyer's Broker Participation Registration Form in full.
2. The Bidder must submit the Bidder Registration and Bid Form for Purchase of Government Real Property, Registration Deposit and the Buyer's Broker Participation Registration Form via mail to: **U.S. General Services Administration, Real Property Utilization & Disposal Division (4PZ), 77 Forsyth Street, Suite 130, Atlanta, GA 30303**. Broker forms arriving without their client's first Bid Form will not be honored. All required forms sent anywhere other than the above address will not be honored. No Finder's Fee will be considered if the Buyer's Broker Participation Registration Form is not submitted by the Bidder at the time of registration.
3. The broker/agent must assist the registration of the client for the auction and encourage bidding.
4. The broker/agent must abide by the terms of the Invitation for Bids and the Buyer's Broker Participation Registration Form.

The following Notice and Covenants will be inserted in the Quitclaim Deed.

HAZARDOUS SUBSTANCE NOTIFICATION

a. Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property,

b. CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

1) This covenant shall not apply:

- (a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
- (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
 - (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
 - (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
 - (iii) in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).

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- 2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:
- (a) the associated contamination existed prior to the date of this conveyance; and
 - (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.
- c. Access. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

NOTICE OF PRESENCE OF LEAD-BASED PAINT (LBP)

- a. **Lead-Based Paint Hazard Warning.** The Property (including the Improvements) that is the subject of this sale was built before 1978 and some improvements contain lead-based paint. Some improvements are considered target housing and therefore a risk assessment and inspection were performed.

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

- b. **Risk Assessment and Inspection.** The Government prepared a risk assessment and a lead-based paint inspection in accordance with 40 CFR 745.227. Bidders are encouraged to review this document and any other reports identified by the Government on the Lead-Based Paint Disclosure Form found in this Invitation for Bids. Although a complete set of documents will be provided to the purchaser prior to closing, each bidder is strongly encouraged to review the risk assessment and any other reports prior to submitting a bid.

- c. **Inspection by Bidder.** Bidders may conduct their own inspection or perform a risk assessment for the presence of lead-based paint and/or lead based paint hazards at any time prior to submitting a bid. Before entering the Property, the bidder must first make arrangements with the individual identified to contact for inspection of the Property. The bidder is invited to take as much time as necessary to conduct such inspection or assessment prior to the deadline for submission of the bid. Bidders are encouraged to conduct any inspections and assessments early in the process, since the bid opening will not be delayed to accommodate completion of such inspections and assessments.

- d. **Lead Hazards Pamphlet.** In order to fully understand the risk and hazards associated with the presence of lead-based paint and lead-based paint hazards, bidders are encouraged to review the pamphlet *Protect Your Family From Lead in your Home*. A copy of the pamphlet is available from GSA at anytime by calling 1-800-GSA-1313 or may be accessed through GSA's website at www.gsa.gov/pbs/pr/prhome.htm. GSA encourages every bidder to review this pamphlet prior to submitting a bid.

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e. **Disclosure Form.** Each bidder must complete and execute the appropriate portions of the form entitled *United States of America ("Seller") Disclosure of Information on lead-based paint and/or lead-based paint Hazards*, and submit the form with their bid before the time established for bid opening. In the event the bidder fails to include a completed and executed form with their bid, the bid shall be rendered non-responsive.

ASBESTOS-CONTAINING MATERIALS

a. Bidders are warned that the Property contains non-friable asbestos-containing materials in some flooring in four buildings. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

b. Bidders are invited, urged, and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders are invited, urged, and cautioned to inspect the Property as to its asbestos content and condition, and any hazardous or environmental conditions relating thereto. The Government will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.

c. No warranties either express or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

d. The description of the Property set forth in this IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or

any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

e. The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, licensees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property which is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

f. The Grantee further agrees that in its use and occupancy of the Property it will comply with all Federal, state, and local laws relating to asbestos.

ENVIRONMENTAL COVENANT / USE RESTRICTION

This is an environmental covenant executed pursuant to the Uniform Environmental Covenants Act, West Virginia Code Chapter 22, Article 22B, to restrict the activities on, and uses of, the following described property, and is effective from date of quitclaim deed transfer and shall be incorporated in the instrument of conveyance:

A legal description of the Naval Radio Station NRS Sugar Grove facility and Site 2 – Support Area Burn Pits and Site 3 – Support Area Landfill is attached as Exhibit A; the location of both sites is shown on Figure 5-1 Environmental Restoration site Location Map contained in the Environmental Conditions of Property Report for the Disposal of NIOC Sugar Grove, Sugar Grove, West Virginia dated June 2014. Both of these sites were recommended for No Further Action by the 1991 Preliminary Assessment Report (PA) and determined by EPA Region III to be a NFRAP - No Further Remedial Action Planned.

Due to the fact that there was debris left in place at the site, to ensure that activities on and uses of the above described property do not result in an unacceptable risk to human health and the environment, the below use restriction shall be maintained and incorporated into the instruments of conveyance:

- No Disturbance of the soil or any intrusive removal of vegetation within 10 feet of the boundaries of Site 2 or Site 3;
- No Construction or any intrusive work within 10 feet of the boundaries of Sites 2 or 3,

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- Note that a portion of Site 3 is covered by the outfield of a baseball field. The use of this area as a baseball field is acceptable in that there is sufficient cover. No intrusive activities are otherwise permissible in this area.

Any person, including a person that owns an interest in the real property, the state or federal agency determining or approving the environmental response project pursuant to which an environmental covenant is created, or a municipality or other unit of local government may be a holder of an environmental covenant. The following are all of the holders of this covenant:

- 1) Naval Facilities Engineering Command Mid-Atlantic Environmental Director, 9742 Maryland Ave., Norfolk, Virginia 23511-3095
- 2) Purchaser/Owner of Property

The facts regarding the remediation response project at this property are:

Site 2 – Support Area Burn Pits. From about 1968 until 1970, three or four burn pits were used for the disposal of activity generated waste. Each pit was excavated to a depth of six feet, a width of eight feet and a length of ten feet. Waste was disposed of twice per week and burned in the pits. After a pit was filled with waste, two feet of soil was backfilled over the pit with a bulldozer. The types of waste reportedly disposed of at Site 2 include household trash, kitchen waste, wood and metal scraps, paper and cardboard.

Chemicals of Concern (COCs) and Pathways: None. The 1988 PA concluded that no hazardous waste was disposed at the pits and the site was approved by EPA as No Further Remedial Action Planned.

Limits on exposure: The use restrictions described in this environmental covenant are established to protect the integrity of the landfill.

Location and extent of contamination: Site 2 – Support Area Burn Pits were located approximately 200 feet north of Building 62. The location and approximate boundary of Site 2 is shown on Figure 1. Each pit was excavated to a depth of six feet, a width of eight feet and a length of ten feet. There are currently no structures located within the suspected boundaries of Support Area Burn Pits (Site 2) as depicted on Figure 5-1.

Site 3 – Support Area Landfill. In 1970, waste disposal stopped at Site 2 – Support Area Burn Pits and was moved to an area located about 400 feet northeast of the pits. Wastes were disposed of in two distinct areas at the site. The two sites are separated by an earthen drainage ditch. The ditch is about 300 feet long by eight feet wide by about four feet deep with intermittent flow. Waste was disposed of in the trenches twice a week at the rate of two dump truck loads per week, but an inspection of the sanitary landfill operation at Sugar Grove in

1974 reported a garbage and trash loading rate of 60 cubic yards/month. After a trench was filled with waste, it was backfilled with about one foot of soil. Reportedly, no waste burning took place at either the eastern or the western areas of the site. The types of waste reportedly disposed of include household trash, empty exterior and interior paint cans, empty paint thinner drums, air conditioning filters, and various scrap wood and metal as shown in Table 1.

Table 1. Types of Waste and Estimated Quantities Disposed of at Site 3 Support Area Landfill
NAVRADSTA Sugar Grove, West Virginia

Period of Disposal	Type of Waste	Estimated Total Quantity
1970-1978	Empty exterior and interior paint cans	960 1-gallon cans
1970-1978	Empty paint thinner (Varsol)	8 empty 55 gallon drums
1970 - 1978	Household trash	Unknown
1970 - 1978	Air conditioning filters	Unknown
1970 - 1978	Scrap wood and metal	Unknown

(Source: NEESA, 1985)

Site 3 is located on the fringe of the flood plain. The direction of ground water movement is to the north northeast, toward the South Branch of the South Fork of the Potomac River. The slope of the water table was reported to be 0.032. The ground water is located at about 5 feet below the ground surface. During the operation of Site 3, it was reported that the trenches that were excavated to a depth of 8 feet contained standing water. Each trench was backfilled with about one foot of soil so the potential for direct human or wildlife contact is not considered likely. Surface and shallow ground water will drain north to the South Fork of the South Branch of the Potomac River which is located approximately 100 yards away. The site is located in Tioga loam and Potomac fine sandy loams, with the soil to the north between the site and the river consisting also of Potomac fine sandy loam. The Potomac fine sandy loam is reported to have a permeability of between 0.6 to 6.0 inches per hour in the first 8 inch depth of soil, and a permeability of greater than 6.0 inches per hour per hour in the soil from 8 to 60 inches in depth.

COCs and pathways: None. The 1988 PA concluded that no hazardous waste was disposed at the pits and the site was approved by EPA as No Further Remedial Action Planned.



Limits on exposure: The use restrictions described in this environmental covenant are established to protect the integrity of the landfill.

Location and extent of contamination: Site 3 – Support Area Landfill is located about 400 feet northeast of Site 2 – Support Area Burn Pits. The location and approximate boundary of the landfill is shown on Figure 3. The western side of the site, used for waste disposal from 1970 until about 1976, is about 400 feet by 300 feet. The eastern portion of the site, used for waste disposal from 1976 to 1978, is about 200 feet by 40 feet. Both areas used trenches about 30 feet long by 12 feet wide by about 8 feet deep. Reportedly, it was common practice to dig to the level of the first shale deposit encountered. There are currently no structures located within the suspected boundaries the Support Area Landfill (Site3) as depicted in Figure 1. A small portion of the site is potentially located just within the right outfield area of the baseball field. The continued use of this area as a ball-field is acceptable as long as there is no intrusive work in the area.

The owner of the property shall provide written notice to all holders within ten days following transfer of a specified interest in the property subject to this covenant, changes in use of the property, application for building permits regarding the property, or proposals for any site work affecting the contamination on the property. Additionally, the owner shall conduct inspections of the property to monitor compliance with this environmental covenant at least one time per year and shall submit a signed copy to Naval Facilities Engineering Command Mid-Atlantic Environmental Director, 9742 Maryland Ave., Norfolk, VA 23511-3095 within thirty days of the inspection.

EXHIBIT A DESCRIPTION OF SURVEY THE SUGAR GROVE NAVAL FACILITY SITE 2 BURN PIT AND SITE 3 LANDFILL

A tract or parcel of real estate situated in Sugar Grove District, Pendleton County, West Virginia, lying southeast of the Waters of the South Fork of the South Branch of the Potomac River and northwest of WV Secondary Route 21, Brandywine-Sugar Grove Road, Said Property being described as two individual Sites, Site 2 and Site 3.

Site 2, a tract of real estate being a portion of a ± 33.29 acre tract and a portion of a ± 84.51 acre tract situated on or near the division line of said tracts. Being a portion of Tax Map 2 Parcels 6 and 8 in the Sugar Grove District of Pendleton County, said real estate being a portion of Parcel "A", Deed Book 79 Page 443 and Parcel "B", Deed Book 79 Page 441.

Site 3, this tract of real estate being a portion of a ± 84.51 acre tract. This Tract or Parcel of real estate for Site 3 is assessed in the Sugar Grove District of Pendleton County Tax Map 2 Parcel 8, said real estate being a portion of Parcel "A", Deed Book 79 Page 443.

SITE 2

Beginning at a point west of an existing road, said point bears N $74^{\circ}04'40''$ W 714.26' from a concrete monument NSGA-1 found on the southwest corner of an existing detention pond; thence:

N $60^{\circ}23'31''$ W	87.09'	leaving said road and traveling into Parcel "B", DB 79/441, to a point to be set, said point bears
		S $33^{\circ}52'29''$ E 293.08' from a point identified as a common external corner to Parcel "A", DB 79/443 and Parcel "B", DB 79/441; thence
N $31^{\circ}20'44''$ E	216.55'	traveling with a line, passing a division line common to Parcel "A", DB 79/443 and Parcel "B",
		DB 79/441, to a point to be set, said point bears S $02^{\circ}52'10''$ W 176.49' from a point identified as an external corner to Parcel "A", DB 79/443; thence
S $60^{\circ}51'34''$ E	84.69'	traveling to a point to be set near an existing road, said point bears S $86^{\circ}52'25''$ W 883.32' from a found concrete monument NSGA-2, said monument being near the northeast corner of an existing detention pond; thence
S $32^{\circ}10'54''$ W	81.87'	traveling with a line, crossing the division line common to Parcel "A", DB 79/443 and Parcel "B", DB 79/441, to a point to be set in or near an existing road, said point bears S $59^{\circ}11'34''$ W 441.21' from the southwest corner of Site 3; thence
S $29^{\circ}48'48''$ W	135.36'	leaving said road and traveling with a line, to the beginning.

Site 2 containing 0.42 acres, more or less. Found concrete monument NSGA-1 having State Plane Coordinate values of North – 576,949.77, East – 2,462,352.33, West Virginia South Zone – NAD 83 Post processed using NOAA, OPUS.

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SITE 3

Beginning at a point to be set near an existing road, said point bears N 65°57'28" E 370.15', being the southeast corner of Site 2, said point also bears N 24°02'29" W 590.59' from a found concrete monument NSGA-1, said monument being near the southwest corner of an existing detention pond; thence:

- N 13°57'13" E 177.60' leaving said road and traveling with a line into Parcel "A", DB 79/443, to a point to be set, said point bears S 41°12'32" W 839.85' from a point identified as an external corner to Parcel "A", DB 79/443; thence
- S 73°45'36" E 501.88' traveling with a line, to a point to be set, said point bears S 05°17'09" W 775.48' from a point identified as an external corner to Parcel "A", DB 79/443; thence
- S 14°54'26" W 165.16' traveling with a line, crossing an existing road, to a point to be set, said point bears S 73°29'43" W 67.23' from a found concrete monument NSGA-2, said monument being near the northeast corner of an existing detention pond; thence
- N 75°10'39" W 498.79' crossing an existing road, to the beginning.

Site 3 containing 1.97 acres, more or less. Found concrete monument NSGA-2 having State Plane Coordinate values of North – 577,380.62, East – 2,462,658.37, West Virginia South Zone – NAD 83 Post processed using NOAA, OPUS.

Site 2 and Site 3 containing a combined total of 2.39 acres, more or less, as surveyed by Kelly Surveying PLLC, under the supervision of Kenneth Kelly, Professional Surveyor No. 973, of Dailey, WV, in July 2015 as shown on a plat attached hereto and made part of this report.

Site 2 being a portion of that same real estate conveyed to United States of America from W.H. Puffenbarger by a deed dated October 14, 1958 as found recorded in the aforementioned Clerk's Office of Pendleton County in Deed Book 79 at Page 441. Said Site 2 also being a portion of that same real estate conveyed to United States of America from Carrie L. Pitsenbarger, J. Luther Pitsenbarger, Flora Pitsenbarger, Ollie J. Puffenbarger, Roy Puffenbarger, Ida E. Propst, Elmer E. Propst, Henry M. Pitsenbarger and Nora A. Pitsenbarger by a deed dated October 14, 1958 as found recorded in the aforementioned Clerk's Office of the County Commission of Pendleton County in Deed Book 79 at Page 443.

Site 3 being a portion of that same real estate conveyed to United States of America from Carrie L. Pitsenbarger, J. Luther Pitsenbarger, Flora Pitsenbarger, Ollie J. Puffenbarger, Roy Puffenbarger, Ida E. Propst, Elmer E. Propst, Henry M. Pitsenbarger and Nora A. Pitsenbarger by a deed dated October 14, 1958 as found recorded in the Office of the Clerk of the County Commission of Pendleton County in Deed Book 79 at Page 443.

AS-IS, WHERE-IS PROVISION

a. Grantee agrees and acknowledges that Grantor is selling the property strictly on an "as is, where is", with all faults basis, without warranty, express or implied, with any and all latent and patent defects. Grantee acknowledges that Grantor has made the property available for inspection by Grantee and Grantee's representatives. Grantee has inspected, or will have inspected prior to closing, the physical condition of the property to the extent felt necessary by Grantee, including all improvements thereon, and accepts title to the same "as is" in its existing physical condition. Grantee acknowledges that it is not relying upon any representation, warranty statement or other assertion of the United States of America, as Grantor, including its agencies or any official, agent representative or employee of the foregoing, with respect to the property's conditions. except as set forth in the contract, Grantee is relying solely and wholly on Grantee's own examination of the property, is fully satisfied with the property, and accepts any liabilities or costs arising in connection with the condition of the property, including, but not limited to any costs or liabilities pertaining to any environmental condition on the property. Except as set forth in Section c, below, the United States of America and its agencies disclaim any and all express or implied warranties and specifically make no warranties of title, habitability, merchantability, suitability, fitness for any purpose, or any other warranty whatsoever. Grantee is put on notice that any prior grant and/or encumbrance may be of record and Grantee is advised to examine all public records available regarding the property.

b. No employee or agent of Grantor is authorized to make any representation or warranty as to the quality or condition of the property, merchantability, suitability or fitness of the property for any use whatsoever, known or unknown to Grantor, or compliance with any environmental protection, pollution or land use laws, rules, regulations, orders, or requirements including, but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any hazardous waste or substance. In no event shall Grantor be responsible or liable for latent or patent defects or faults, if any, in the property or for remedying or repairing the same including, without limitation, defects related to asbestos or asbestos containing

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materials, lead, lead-based paint, underground storage tanks, mold, radon or hazardous or toxic materials, chemicals or waste, or for constructing or repairing any streets, utilities or other improvements shown on any plat of the property.

c. Nothing in this “as is, where is” provision will be construed to modify or negate the Grantor's obligation under the CERCLA covenant or any other statutory obligations.

FLOODPLAIN

A review of the Federal Emergency Management Agency (FEMA) flood insurance maps show the Zone AE (100-year floodplain) includes the majority of the lowland area along the bank of the South Fork of the South Branch of the Potomac River. Any use of these areas will be subject to compliance with Federal, State and local regulations governing floodplains including but not limited to Executive Order 11988, Floodplain Management, as may be appropriate.

WETLANDS

Wetland areas have been identified on the property. Locations are delineated in the Environmental Condition of Property Report, Disposal of NIOC Sugar Grove, Sugar Grove, West Virginia. Any use of the property will be subject to compliance with Federal, State and local regulations governing wetlands including but not limited to Executive Order 11990, Protection of Wetlands, as may be appropriate. There are vernal pools known to exist onsite.

UNDERGROUND STORAGE TANKS

There are two underground storage tanks (USTs) located at NIOC Sugar Grove. The two fiberglass reinforced plastic (FRP) USTs were installed in 1986-1987 to replace two steel USTs. When the tanks were replaced, the tank identifications were not changed for the tanks. The new FRP tanks are identified as USTs 201 and 202. Tank 201 contains approximately 2,000 gallons of Diesel and Tank 202 contains approximately 4,000 gallons of gasoline. The USTs were used to provide fuel storage for a POV fuel dispensing facility operated by the Navy Exchange. Conflicting records and field evidence cannot confirm whether the existing USTs are single-walled or double-walled, so the assumption is that they are single-walled. The piping is pressurized with mechanical line leak detection. Leak detection is monitored with an automatic tank gauge and liquid sensing devices. The tanks were gauged and monitored daily by a West Virginia state licensed operator. The tanks have been maintained and are currently in compliance, or will be as of the date of transfer with EPA UST provisions codified at 40 CFR Part 280 and other applicable laws.

PESTICIDES

The Grantee is notified that the Property may contain the presence of pesticides that have been applied in the management of the property. The United States knows of no use of any registered pesticide in a manner inconsistent with its labeling, and believes that all applications were made in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA -- 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. Furthermore, that in accordance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA -- 42 U.S.C. Sec. 9601, et seq.), the use of such substances is not a "release" (as defined in CERCLA, 42 U.S.C. Sec. 9601 (22)), but instead the use of a consumer product in consumer use (42 U.S.C. Sec. 9601(9)), and the application of a pesticide product registered under FIFRA for which recovery for response costs is not allowed (42 U.S.C. Sec. 9607(i)).

DOCUMENT BOX

At such time as buildings are demolished, if any document box is found, which should be located behind a cornerstone or other such identifiable monument, it shall remain the property of the Government and shall be delivered, unopened to the National Archives and Records Administration, Washington, DC.

BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT REAL PROPERTY

Sugar Grove Station
133 Hedrick Drive
Sugar Grove, WV
Sale / Lot #: PEACH416004001
IFB #: 4-N-WV-0560AA
REGISTRATION DEPOSIT: \$100,000.00

USERNAME: _____
(as established at RealEstateSales.gov)

Bidder Information: Please print or type legibly.

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: (_____) _____ Fax: (_____) _____
E-mail: _____@_____

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Instructions to Bidders, Paragraph 12, Bid Executed on Behalf of Bidder for instructions:

- ☐ An individual _____
☐ A partnership consisting of _____
☐ A limited liability partnership consisting of _____
☐ A corporation, incorporated in the State of _____
☐ A limited liability company _____
☐ A trustee, acting for _____
☐ Other _____

Registration Deposit:

By certified or cashier's check made payable to the **U.S. General Services Administration**

TIN or SS# _____ (please provide to expedite refund)

Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for any bids placed online by the undersigned and if any bid is accepted by the Government within sixty (60) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. 4-N-WV-0560 including the Property Description, Terms of Sale, Instructions to Bidders, Special Terms of Sale, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of any bid placed online at RealEstateSales.gov. In the event the bidder is not the Purchaser, the Registration Deposits will only be refunded as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected to register a bidder for the sale of Government property.

Signature: _____

Date: _____

Print Name: _____

Send Registration Form with Registration Deposit to:

U.S. General Services Administration
Office of Real Property Utilization and Disposal (4PZ)
77 Forysth Street, Suite 130
Atlanta, GA 30303
Attn: Susan Webb, Project Manager

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property
see Instructions to Bidders, Paragraph 12, Bid Executed On Behalf Of Bidder for instructions)

**Sugar Grove Station
133 Hedrick Drive
Sugar Grove, WV 26815**

**THIS FORM MUST BE SIGNED BY SOMEONE OTHER THAN THE BIDDER
(UNLESS THE BIDDER IS THE SOLE AUTHORIZED REPRESENTATIVE OF THE
CORPORATION/ORGANIZATION).**

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then

_____ of said Corporation/Organization; that said bid was
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is

within the scope of its corporate/organization powers.

(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)

Print Name

U.S. General Services Administration
Real Property Utilization and Disposal (4PZ)
77 Forsyth Street, SW, Room 130
Atlanta, GA 30303
Attn: Susan Webb, Project Manager
FAX: (404)331-2727

UNITED STATES OF AMERICA (“SELLER”) DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Description of Real Property for Sale

The real property is located at Sugar Grove Station, 133 Hedrick Dr., Sugar Grove, WV 26815 (the “Property”) is being sold pursuant to the terms and conditions set forth in GSA INVITATION FOR BIDS (IFB) No. PEACH416004001 to _____ (the “Purchaser”).

Lead-Based Paint Hazard Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

Seller is aware that the Property was built before: 1978. The Property may contain lead-based paint. Seller has provided the Purchaser with access to all available records and reports (collectively “Records”) pertaining to lead-based paint and/or lead-based paint hazards at the Property. The Records include: Final Environmental Condition of Property Report dated June 2014.

Purchaser's Acknowledgment

Purchaser acknowledges that Purchaser has received copies of all information listed above. Purchaser has read the pamphlet “*Protect Your Family From Lead In Your Home.*” (Pamphlet is available at propertydisposal.gsa.gov). In addition, Purchaser has received an opportunity (at least ten days) to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, and exercised or waived that right.

Purchaser hereby acknowledges receipt of the above information, opportunity to perform a risk inspection and assessment, before occupancy: (initial/date)

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Signature_____Date_____
SELLER

Signature_____Date_____
PURCHASER

BUYER'S BROKER PARTICIPATION

REGISTRATION FORM

Sugar Grove Station
133 Hedrick Drive
Sugar Grove, WV 26815
4-N-WV-0560

BROKER/AGENT: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

AGENT LICENSE #: _____ BROKER NUMBER LIC. #: _____

TAX IDENTIFICATION NUMBER: _____

OFFICE PH: _____ FAX: _____ MOBILE PHONE: _____

Client (Buyer/Bidder) Information

CLIENT: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

HOME PH: _____ OFFICE PH: _____ MOBILE PH: _____

Broker/Client Certification

The broker, by placing his/her signature below, certifies, agrees, and acknowledges that:

1. The broker will not claim any exceptions to the procedures outlined in the Invitation for Bids.
2. Only written registration will qualify broker for Finder's Fee.
3. Only the first Bidder Registration of a prospective Bidder will be accepted and honored.
4. The broker will hold harmless and indemnify the Government from any and all claims with regard to such Finder's Fee.
5. The broker will be paid a Finder's Fee only as set forth under the terms and conditions of the IFB pertaining to the specific property being auctioned.
6. The broker may not receive a Finder's Fee without a "Buyer Representation Agreement" or other such agreement with the Bidder. The Government will require full payment of the bid amount if the signature of the buyer/bidder on the Buyer's Broker Participation Registration Form is missing.
7. The broker cannot participate in the auction and receive any Finder's Fee in conjunction with any other co-brokerage or referral agreement between the Government and broker.
8. The broker represents the buyer/bidder (client) listed in the Buyer's Broker Participation Registration Form as his or her agent.
9. The broker is not a subagent of Government, has no agreement(s) with the Government, and represents his or her client (buyer/bidder) as an agent.

The broker's client (buyer/bidder), by placing his/her signature below, certifies, agrees, and acknowledges that:

1. He or she has read, understood and complied with the terms stated in the Invitation for Bids.
2. He or she shall hold harmless and indemnify the Government from any and all representations made by the buyer's broker.
3. Finder's Fee shall be paid only to broker representing client (buyer/bidder) as shown on this form.
4. Finder's Fee is prohibited if the buyer is a real estate broker, agent, or salesperson, or is a controlling owner, partner, officer, corporate or organization board member, employer or employee of the brokerage entity that claims to represent the buyer as an agent.

BUYER/BIDDER SIGNATURE: _____ DATE: _____

PRINT NAME: _____

BROKER/AGENT SIGNATURE: _____ DATE: _____

PRINT NAME: _____

Online Auction Begins **February 9, 2016**

WWW.REALESTATESALES.GOV



U.S. GENERAL SERVICES ADMINISTRATION, PROPERTY UTILIZATION AND DISPOSAL, ATLANTA, GA 30303

